[NIT-1]

SHORT TENDER NOTICE

Sealed tenders are invited on two Cover basis (i.e. Cover-I Techno-Commercial Part & Cover-II Price Part) from resourceful, experienced and bonafide enlisted contractors of I&CF Division, HDC, KoPT with sound technical and financial capabilities for the following work at Haldia Dock Complex:-

➲ **Name of work**	**:**	**TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.**
➲ **Tender No**	**:**	**I&CF/ IZ&R/T/175**
➲ **Estimated Cost**	**:**	**Rs.2,83,701.28 [Rupees Two Lakh Eighty Three Thousand Seven Hundred One and Twenty Eight Paisa Only].**
➲ **Period Of Execution**	**:**	**06 [Six] Months.**
• **Earnest Money**	**:**	**Enlisted contractors OF I&CF Division are exempted from deposition of EM**
➲ **Sale Period (both days inclusive)**	**:**	**16-04-2014 to 30-04-2014** (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website).
➲ **Last date of submission of tender and opening of Cover - I of the tender**	**:**	**02-05-2014** Submission Upto 15:00 hrs. Opening after 15:30 hrs.
➲ **Cost of Tender Document (Non-refundable)**	**:**	**Rs 300.00 [Rupees Three hundred only].**
➲ **Contact Person.**	**:**	Sr.Dy.Manager [IZ&R], Haldia Dock Complex.

Details of the tender can be seen at our website **www.kolkataporttrust .gov.in / www.haldiadock.gov.in** and the Notice Board at the Office Of Sr. Dy. Manager [IZ&R], Haldia Dock Complex. Interested bidders may contact at **mkacharya@kopt.in**

लघु निविदा सूचना

हल्दिया गोदी परिसर में निम्नलिखित कार्य हेतु साधन-सम्पन्न, अनुभवी एवं अधिकृत निविदाकर्ताओं द्वारा मुहरबंद निविदाएं दो कवर (जैसे: कवर-I तकनीकी-वाणिज्यिक भाग एवं कवर-II लागत भाग) में आमंत्रित की जाती है:-

कार्य का नाम	:	**TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.**
निविदा संख्या	:	**I&CF/ IZ&R/T/175**
अनुमानित लागत	:	**Rs.2,83,701.28**
निष्पादन की अवधि	:	**6 (छे) माह**
बयाना लागत	:	**Enlisted contractors OF I&CF Division are exempted from deposition of EM**
बिक्री अवधि(दोनों दिन सहित)	:	**16-04-2014 से 30-04-2014 (अपरान्ह् 14:00 बजे तक) (टेंडर पेपर ह.गो.प., केओपीटी के वेबसाईट पर उपलब्ध हैं)**
निविदा जमा करने की अंतिम तिथि एवं निविदा के कवर-I के खोलने की तिथि	:	**02-05-2014 को अपरान्ह् 15:00 बजे तक जमा की जाएगी। एवं अपरान्ह् 15:30 बजे के बाद से अनावरण।**
निविदा पेपर की लागत (अप्रतिदेय)	:	**रू- 300.00 (तिन सो रूपये मात्र)**
सम्पर्क व्यक्ति	:	बरिस्टॅ उप प्रबंधक(अइ ज़ेड एंड आर्), आई.एडं सी.एफ. प्रभाग, हल्दिया गोदी परिसर।

निविदा की विस्तृत जानकारी हमारे वेबसाईट www.kolkataporttrust.gov.in / www.haldiadock.gov.in तथा बरिस्टॅ उप प्रबंधक (आई. एडं सी.एफ.), हल्दिया गोदी परिसर कार्यालय के सूचना पट्ट पर उपलब्ध है। ईच्छुक आपूर्तिकर्ता mkacharya@kopt.in पर सम्पर्क कर सकते हैं।

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Office of the Dy. Manager (I & CF),
Chiranjibpur Operational Building
NOTICE INVITING TENDER

No. **I&CF/ IZ&R/T/175/21** Date: **11 / 04 / 2014**

WORK TITLE: - TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO: I&CF/ IZ&R/T/175

PRE-QUALIFICATION CRITERIA FOR TENDERERS: -

1. The Enlisted contractors of class A, B & C of I&CF Division, HDC and must have successfully completed **any civil engineering works** during the last 7 (SEVEN) years ending the last day of month previous to the one in which applications are invited and the experience should be either of the following: -Either

(i) Three completed works each costing not less than 40 % of the estimated amount put to tender.

Or (ii) Two completed works each costing not less than 50 % of the estimated amount put to tender.
Or (iii) One completed work costing not less than 80% of the estimated amount put to tender.

2. Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

TENDER AUTHORITY:-

Sr. Dy. Manager (IZ&R) I&CF, Haldia Dock Complex, Chiranjibpur Operational Building [2nd Floor], P.O. - Haldia, Dist. Purba Medinipur – 721 604, Tel: 03224-252844, Fax: 03224 252110.

Due Date	**02-05-2014**	Time	**UPTO 15:00 hrs.**	Date of Opening of Cover-I of the Tender.	**02-05-2014**	Time	**15:30 hrs. Onwards.**
Period of sale of Bid Document.	**16-04-2014 to 30-04-2014** (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website)						
Cost of Tender Document (Non-refundable).	**Rs 300.00 [Rupees Three hundred only].**						
Earnest Money Deposit.	**Enlisted contractors are exempted from deposition of EM**						
Period of Execution.	**06 [Six] Months.**						
Estimated Cost of Work.	**Rs.2,83,701.28 [Rupees Two Lakh Eighty Three Thousand Seven Hundred One and Twenty Eight Paisa Only].**						

OTHER INSTRUCTIONS:-

Sealed Tenders are invited from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.
Tender Document (Non-transferable) will be available from the office of the Sr. Dy. Manager [IZ&R] at the address captioned above on any working day i.e. Monday to Friday during 10 a.m. to 2 p.m. on payment of the cost of Tender Document to be remitted by crossed Demand Draft drawn in favour of **"Kolkata Port Trust"** payable at Haldia for one set of Tender Document.

Request letter for purchase of Tender Document should contain the copies of the following documents indicating that the tenderer: -

(a) Possess valid Trade Licence.
(b) Possess valid Permanent I.T.A/C No.
(c) Are registered with Regional Provident Fund Commissioner.
(d) Possess Sales Tax Clearance/VAT Clearance Certificate.
(e) Possess Up to Date Professional Tax Payment Challans.
(f) Possess valid ESI Registration.
(g) A **declaration** containing the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
(h) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be) is / are not associated with any other firm bidding for the same work.

Tender papers can be issued by post. For this, an additional amount of Rs.100=00 [Rupees one hundred only] should be sent over and above the cost of Bid documents mentioned above [Non-refundable] by Banker's Cheque / Demand Draft of a Nationalized Bank of India drawn in favour of "**Kolkata Port Trust, Haldia Dock Complex**", payable at Haldia. Request for issue of Tender form by post must reach this office at least 7 days before the last date of sale of Tender, after which No. Tender form will be issued by post.

A bidder, if he so desires, may download the Tender Document from our websites www.kolkataporttrust.gov.in/www.haldiadock.gov.in or may obtain the same by sending his request at mkacharya@kopt.in and submit the tender along with **APPLICATION MONEY** equivalent to cost of Tender Document in Demand Draft drawn on any Nationalised or Scheduled Bank in favour "Kolkata Port Trust, Haldia Dock Complex", payable at Haldia.
Tenderers are not permitted to alter/change/delete/modify any clause of the Tender Document down loaded from the website. If any deviation / discrepancy is found after submission of Tender, the submitted offer will be summarily rejected.

Any Notice / Addendum / Corrigendum / Modification to the bid document will be notified **only** through Ko.P.T / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.
Issuance /submission of Tender Document to/ by any bidder shall not construe that such bidder is considered qualified.

Bidders shall submit the Bid Document under two part system. Cover – I contain the valid documents as mentioned in the columns (a) to (h) above and Cover – II contain Price part. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

Sealed Tenders will be received at the same office of the Sr. Dy. Manager [IZ&R] up to 15:00 hrs. on the last date of submission and opening of Tender specified above. Telex, Telegraphic and late offers shall not be considered. In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working day. The Bidder will also be allowed to deposit their tenders till 1500 hrs. on such extended day of opening.

Cover-I of the Tender will be opened shortly after 3.30 p.m. on the stipulated date in presence of Bidders or their authorised representatives who may wish to be present.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

Trustees will not be responsible for any misplacement or late receipt through post for any request for issuance of tender document and for submission thereof.

In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working
day. The Bidder will also be allowed to deposit their tenders till 15:00 hrs. on such extended day of opening.

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

M K ACHARYA
Sr. DY. MANAGER (IZ&R)

I & C F DIVISION

HALDIA DOCK COMPLEX

DOCUMENTS

FOR

TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO. : I&CF/ IZ&R/T/175

Volume-I

APRIL, 2014 **Rs. 300.00**

DOCUMENTS

FOR

TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO. : I&CF/ IZ&R/T/175

Volume-I

Issued to:

Date of Issue:

Signature and Designation
of Issuing Officer:

On behalf of Bidder:

Sr. Dy. Manager (IZ&R)
Haldia Dock Complex

DOCUMENTS

FOR

TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO. : I&CF/ IZ&R/T/175

Volume-I

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➢ SPECIAL CONDITIONS OF CONTRACT	SC-1	SC-6
➢ PARTICULAR SPECIFICATION	PS-1	PS-1
➢ ABSTRACT FORM OF TENDER (UNPRICED)		
➢ FORM OF TENDER (UNPRICED)		
➢ ANNEXURE-I		
➢ ANNEXURE-II		
➢ SCHEDULE 'O' SHEET – I		
➢ SCHEDULE 'O' SHEET –II		
➢ AFFIDAVIT		
➢ GENERAL CONDITIONS OF CONTRACT	Separate Booklet	

TENDER PARTICULARS

ESTIMATED COST	:	**Rs.2,83,701.28 [Rupees Two Lakh Eighty Three Thousand Seven Hundred One and Twenty Eight Paisa Only].**
EARNEST MONEY	:	**Enlisted contractors OF I&CF Division are exempted from deposition of EM**
TIME OF COMPLETION	:	**06 [Six] Months.**
PERIOD OF SALE OF TENDER PAPERS (Both Days Inclusive)	:	**16-04-2014 to 30-04-2014** (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website).
LAST DATE OF SUBMISSION OF TENDER AND OPENING OF COVER-I OF THE TENDER	:	**02-05-2014** Submission Upto 15:00 hrs. Opening after 15:30 hrs.

[NIT-1]

SHORT TENDER NOTICE

Sealed tenders are invited on two Cover basis (i.e. Cover-I Techno-Commercial Part & Cover-II Price Part) from resourceful, experienced and bonafide enlisted contractors of I&CF Division, HDC, KoPT with sound technical and financial capabilities for the following work at Haldia Dock Complex:-

➲ **Name of work**	**:**	**TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.**
➲ **Tender No**	**:**	**I&CF/ IZ&R/T/175**
➲ **Estimated Cost**	**:**	**Rs.2,83,701.28 [Rupees Two Lakh Eighty Three Thousand Seven Hundred One and Twenty Eight Paisa Only].**
➲ **Period Of Execution**	**:**	**06 [Six] Months.**
• **Earnest Money**	**:**	**Enlisted contractors OF I&CF Division are exempted from deposition of EM**
➲ **Sale Period (both days inclusive)**	**:**	**16-04-2014 to 30-04-2014** (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website).
➲ **Last date of submission of tender and opening of Cover - I of the tender**	**:**	**02-05-2014** Submission Upto 15:00 hrs. Opening after 15:30 hrs.
➲ **Cost of Tender Document (Non-refundable)**	**:**	**Rs 300.00 [Rupees Three hundred only].**
➲ **Contact Person.**	**:**	Sr.Dy.Manager [IZ&R], Haldia Dock Complex.

Details of the tender can be seen at our website **www.kolkataporttrust .gov.in / www.haldiadock.gov.in** and the Notice Board at the Office Of Sr. Dy. Manager [IZ&R], Haldia Dock Complex. Interested bidders may contact at **mkacharya@kopt.in**

<u>लघु निविदा सूचना</u>

हल्दिया गोदी परिसर में निम्नलिखित कार्य हेतु साधन-सम्पन्न, अनुभवी एवं अधिकृत निविदाकर्ताओं द्वारा मुहरबंद निविदाएं दो कवर (जैसे: कवर-I तकनीकी-वाणिज्यिक भाग एवं कवर-II लागत भाग) में आमंत्रित की जाती है:-

कार्य का नाम	:	**TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.**
निविदा संख्या	:	**I&CF/ IZ&R/T/175**
अनुमानित लागत	:	**Rs.2,83,701.28**
निष्पादन की अवधि	:	**6 (छे) माह**
बयाना लागत	:	**Enlisted contractors OF I&CF Division are exempted from deposition of EM**
बिक्री अवधि(दोनों दिन सहित)	:	**16-04-2014 से 30-04-2014 (अपरान्ह् 14:00 बजे तक) (टेंडर पेपर ह.गो.प., केओपीटी के वेबसाईट पर उपलब्ध हैं)**
निविदा जमा करने की अंतिम तिथि एवं निविदा के कवर-I के खोलने की तिथि	:	**02-05-2014 को अपरान्ह् 15:00 बजे तक जमा की जाएगी। एवं अपरान्ह् 15:30 बजे के बाद से अनावरण।**
निविदा पेपर की लागत (अप्रतिदेय)	:	**रू- 300.00 (तिन सो रूपये मात्र)**
सम्पर्क व्यक्ति	:	बरिस्टॅ उप प्रबंधक(अइ ज़ेड एंड आर्), आई.एडं सी.एफ. प्रभाग, हल्दिया गोदी परिसर।

निविदा की विस्तृत जानकारी हमारे वेबसाईट www.kolkataporttrust.gov.in / www.haldiadock.gov.in तथा बरिस्टॅ उप प्रबंधक (आई. एडं सी.एफ.), हल्दिया गोदी परिसर कार्यालय के सूचना पट्ट पर उपलब्ध है। ईच्छुक आपूर्तिकर्ता mkacharya@kopt.in पर सम्पर्क कर सकते हैं।

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
Office of the Dy. Manager (I & CF),
Chiranjibpur Operational Building
NOTICE INVITING TENDER

No. **I&CF/ IZ&R/T/175/21** Date: **11 / 04 / 2014**

WORK TITLE: - TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO: I&CF/ IZ&R/T/175

PRE-QUALIFICATION CRITERIA FOR TENDERERS: -

1. The Enlisted contractors of class A, B & C of I&CF Division, HDC and must have successfully completed **any civil engineering works** during the last 7 (SEVEN) years ending the last day of month previous to the one in which applications are invited and the experience should be either of the following: -Either

(i) Three completed works each costing not less than 40 % of the estimated amount put to tender.

Or (ii) Two completed works each costing not less than 50 % of the estimated amount put to tender.
Or (iii) One completed work costing not less than 80% of the estimated amount put to tender.

2. Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

TENDER AUTHORITY:-

Sr. Dy. Manager (IZ&R) I&CF, Haldia Dock Complex, Chiranjibpur Operational Building [2nd Floor], P.O. - Haldia, Dist. Purba Medinipur – 721 604, Tel: 03224-252844, Fax: 03224 252110.

Due Date	**02-05-2014**	Time	**UPTO 15:00 hrs.**	Date of Opening of Cover-I of the Tender.	**02-05-2014**	Time	**15:30 hrs. Onwards.**
Period of sale of Bid Document.	**16-04-2014 to 30-04-2014** (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website)						
Cost of Tender Document (Non-refundable).	**Rs 300.00 [Rupees Three hundred only].**						
Earnest Money Deposit.	**Enlisted contractors are exempted from deposition of EM**						
Period of Execution.	**06 [Six] Months.**						
Estimated Cost of Work.	**Rs.2,83,701.28 [Rupees Two Lakh Eighty Three Thousand Seven Hundred One and Twenty Eight Paisa Only].**						

OTHER INSTRUCTIONS:-

Sealed Tenders are invited from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.
Tender Document (Non-transferable) will be available from the office of the Sr. Dy. Manager [IZ&R] at the address captioned above on any working day i.e. Monday to Friday during 10 a.m. to 2 p.m. on payment of the cost of Tender Document to be remitted by crossed Demand Draft drawn in favour of **"Kolkata Port Trust"** payable at Haldia for one set of Tender Document.

[NIT-2]

Request letter for purchase of Tender Document should contain the copies of the following documents indicating that the tenderer: -

(a) Possess valid Trade Licence.

(b) Possess valid Permanent I.T.A/C No.

(c) Are registered with Regional Provident Fund Commissioner.

(d) Possess Sales Tax Clearance/VAT Clearance Certificate.

(e) Possess Up to Date Professional Tax Payment Challans.

(f) Possess valid ESI Registration.

(g) A **declaration** containing the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

(h) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be) is / are not associated with any other firm bidding for the same work.

Tender papers can be issued by post. For this, an additional amount of Rs.100=00 [Rupees one hundred only] should be sent over and above the cost of Bid documents mentioned above [Non-refundable] by Banker's Cheque / Demand Draft of a Nationalized Bank of India drawn in favour of "**Kolkata Port Trust, Haldia Dock Complex**", payable at Haldia. Request for issue of Tender form by post must reach this office at least 7 days before the last date of sale of Tender, after which No. Tender form will be issued by post.

A bidder, if he so desires, may download the Tender Document from our websites www.kolkataporttrust.gov.in/www.haldiadock.gov.in or may obtain the same by sending his request at mkacharya@kopt.in and submit the tender along with **APPLICATION MONEY** equivalent to cost of Tender Document in Demand Draft drawn on any Nationalised or Scheduled Bank in favour "Kolkata Port Trust, Haldia Dock Complex", payable at Haldia.
Tenderers are not permitted to alter/change/delete/modify any clause of the Tender Document down loaded from the website. If any deviation / discrepancy is found after submission of Tender, the submitted offer will be summarily rejected.

Any Notice / Addendum / Corrigendum / Modification to the bid document will be notified **only** through Ko.P.T / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.
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Bidders shall submit the Bid Document under two part system. Cover – I contain the valid documents as mentioned in the columns (a) to (h) above and Cover – II contain Price part. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

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Cover-I of the Tender will be opened shortly after 3.30 p.m. on the stipulated date in presence of Bidders or their authorised representatives who may wish to be present.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

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day. The Bidder will also be allowed to deposit their tenders till 15:00 hrs. on such extended day of opening.

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

M K ACHARYA
Sr. DY. MANAGER (IZ&R)

INSTRUCTIONS TO BIDDER

TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO. : I&CF/ IZ&R/T/175

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1.0 GENERAL:

The work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, and Drawings (if any) & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the Manager (I&CF) on any working day before quoting for the tender.

2.0 EARNEST MONEY: Enlisted contractors of I&CF Division are exempted from deposition of EM

3.0 MODE OF SUBMISSION OF BID :

3.1 All bidders must submit their offers strictly in accordance with the terms and conditions as set out in the bid documents and no deviation will be accepted. Any term not incorporated / submitted with Cover-I of the Tender but incorporated / submitted with Cover-II shall be rejected outright.

3.2 Tender documents shall be submitted under two Covers in **three / four separate sealed envelopes,** depending on whether the same has been purchased directly from the office of the Manager (I&CF) or downloaded from the website.

When tender documents have been directly procured from this office, the tender document shall be put in 2 (two) separate sealed covers i.e. **COVER-I** shall contain the documents as listed below under cl. 3.4 and **COVER-II, the tender document.**

When tender documents have been downloaded from WEBSITE, **COVER-I** shall contain ENVELOPE-I & the documents as listed below under cl. 3.4 and **COVER-II, the tender document.**

Envelope-I & the documents (as the case may be) shall be put in a sealed envelope marked as **"COVER-I". "Cover –II"** shall be clearly marked "**Bid – Do not open"**. Each envelope shall bear the name of the tender.

3.3 **COVER-I** will contain the following documents:-

(i) Envelope - I shall contain a demand draft for Rs 300/- (Rupees Three hundred Only) as APPLICATION MONEY towards cost of tender documents in case the document is downloaded from the website.

(ii) A covering letter containing the declarations that the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

(ii) A Declaration as per '**Annexure – I'** that no conditions / deviations have been added in COVER- II i.e. in the tender offer.

(iii) Copy of the following documents :-

a. Valid VAT Clearance certificate (In case provision of Clearance Certificate is omitted by Government circular / notification, then VAT registration certificate is required to be submitted).
b. Valid Trade Licence.
c. Valid Professional Tax Clearance Certificate / Upto date tax payment challan.
d. Proof of possessing valid Employees' Provident Fund (EPF) Account.
e. Proof of being registered with Employees' State Insurance Corporation (ESIC), if applicable. If this is not applicable, documentary evidence to establish non-applicability to be submitted alongwith techno-commercial bid. Such document(s) shall have to be furnished, along with an affidavit* affirmed before a first-class judicial Magistrate to that effect. (*proforma enclosed)

(iv) Credentials in the form of copies of Letters of Award of Works and corresponding **Completion Certificates** from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.

(v) GCC Booklet and Drawing(s) duly signed under office seal.

(vi) Volume – I with "Abstract Form Of Tender " & " Form Of Tender " without price quoted duly filled up signed under office seal by the bidder and duly witnessed.

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

3.4 COVER-II will contain the tender document with Price Bid as per BOQ and Form of Tender duly signed, sealed & filled up by the bidder.

3.5 The sealed envelopes shall be superscribed with the name of work with the Bid No, bidder's name, Postal address and Telex / Telegraphic / FAX / E-mail address of the Bidder.

3.6 The sealed covers must be submitted so as to reach the Sr. Dy. Manager (IZ&R), I&CF DIVN. at Chiranjibpur, P.O. - Haldia-721 604, Dist. Purba Medinipur by 3.00 p.m. on or before the last date of submission of the tender documents.

3.7 Telegraphic / offer submitted through e-mail/ Late Offers shall not be accepted. Trustees / Tender Issuing Authority will not be responsible for any misplacement or late receipts through post or any request for issuance of tender documents and for subsequent submission thereof.

3.8 All the bidders should submit the tender in accordance with the Mode of submission of Bid as aforesaid.

3.9 All the bidders should submit the techno commercial part i.e. part 1 of the offer with a format given as "FILL-UP BY THE BIDDER"

4.0 OPENING OF BIDS:

4.1 Only COVER-I containing the documents as stated above will be opened on the date and time as fixed in the tender document, at the office of the Sr. Dy. Manager (IZ&R), I&CF DIVN., Haldia Dock Complex or his representative in presence of bidder (or his authorized representative), who wishes to be present.

4.2 COVER-I & Cover-II of tender will be opened only those bidders who have deposited requisite APPLICATION MONEY towards cost of tender documents in case the document is downloaded from the website.

4.3 COVER-II containing the bid will be sealed separately and kept under the custody of **I &CF** Division. After evaluation / scrutiny of documents in the Cover-I are completed, the Cover-II i.e. "Bid" documents only of Technically & Commercially accepted Bidders satisfying the Eligibility Criteria stipulated in the NIT shall be opened at a later date, with due intimation to such Bidders.

5.0 VALIDITY OF OFFER:-

The tender shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

6.0 DETAILED SCRUTINY OF TENDERS:

6.1 During the course of examination of Cover-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids i.e. Cover-II of those bidders who meet the qualifying criteria of NIT shall be opened.

6.2 During techno-Commercial Evaluation, i.e. evaluation of Cover-I of tender, an offer shall be considered non-responsive in case :-

(i) the tender received after the date and time specified in N.I.T.

(ii) is not accompanied by requisite earnest money,

(iii) bid amount is not accompanied by requisite application money when bid document is downloaded from website,

(iv) validity of the offer is less than tender stipulation,

(v) Bid documents not signed and sealed in a manner indicated in the bid documents.

(vi) It does not meet the Qualification Criteria as stipulated in the NIT.

(vii) Documents not submitted as per Clause 3.3 of Instruction to Bidders.

(viii) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

In addition to above, a bidder may be disqualified if –

a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

7.0 EVALUATION CRITERIA:

During evaluation of Cover-II i.e. Price Part, provided that the bidder submits his offer following tender stipulations & specifications, **the overall lowest offer received will be considered for acceptance by the Trustees.**

8.0 ACCEPTANCE OF TENDER:-

8.1 Kolkata Port Trust reserves the right to accept / reject any / all offer (s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

8.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

8.3 The successful Tenderer will be notified in writing of the acceptance of his tender. The “Tenderer” then becomes the “Contractor” and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract. The Contract Agreement will include the Tender document, time schedule, price offer, additions / modifications / deletions as issued by the Employer and the success full Tender AS ACCEPTED by the Employer.

9.0 MISCELLANEOUS:

(i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.

(ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such tenders are liable to rejection at the option of the Trustees without further reference to the bidder.

(iii) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.

(iv) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.

(v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed in every page of the tender.

(vi) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.

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SPECIAL CONDITIONS OF CONTRACT

TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO. : I&CF/ IZ&R/T/175

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1. GENERAL

These provisions though given in a separate section are part of the tender document which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender document viz. General Conditions of Contract, Notice Inviting Tenders, Instructions to Bidders, Particular Specifications, Drawings (if any), Bill of Quantities and other document forming part of the Contract. In case of any discrepancy or ambiguity in the document, the order of precedence of the document as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

If the stipulations in the various tender document be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- Order letter.
- Bill of Quantities.
- Drawings (if any).
- Particular Specifications of works.
- Special Conditions of the Contract.
- General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (I&CF), Haldia Dock Complex, thereon shall be final and binding upon all parties .

3. SCOPE OF WORK:

The work comprises of dismantling of old concrete, masonry works, shuttering for PCC/RCC, Concrete work in column, wall etc., Reinforcement work, MS work for repair of gate, chainlink, barbed wire supporting posts and similar works, supply and fixing of chain link, barbed wire, painting work and misc. finishing works etc. along with other appurtenant works as set forth in the attached Bill Of Quantities and all additional & varied works that may here after be required for satisfactory completion of work.

All work shall be done in accordance with the Trustees' General Conditions of Contract, Special Conditions of Contract, Particular Specifications and the Bill of Quantities and all additional and varied works, which may hereafter be required in accordance with of the Trustees' General Conditions of Contract.

4. LOCATION:

The work shall have to be executed at Central Store and Central Work shop premises at Chiranjibpur of Haldia Dock Complex.

5. ACCESS TO THE SITE:

(a) By Road:

All-weather metal roads approachable from N.H. 41 and State Highway exist right up to the area of work.

(b) By Rail:

S. E. Railway Branch Line connects Haldia with the Panskura Railway Station.

6. INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the Manager (I&CF), Haldia Dock Complex at his office at Chiranjibpur, Haldia or the Sr. Dy. Manager (IZ&R), at his office at 2nd Floor, Operational Building, Chiranjibpur, Haldia for collecting information about the work and site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

7. SITE CONDITIONS & METHOD OF WORK :

The sequence of work shall have to be programmed by the successful Bidder without hampering the day-to-day activities.

During execution of the work proper care should be taken to provide adequate protection against any damage to the existing structures, cables, water lines and all such installations at the contractor's risk and expense. Any damage caused / defect arising during construction shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

The Bidder shall also take all possible care to avoid any sort of accident during the demolition stage or at any stage of the execution of the work. Necessary precautionary measures should be adopted to avoid accident of any sort. He will be held responsible for any mishap caused due to his negligence or non-compliance to the adoption of proper safety and precautionary measures.

Demolition and dismantling of materials will have to be carried out according to the Bill of Quantities and as directed by the Engineer. Rates are inclusive of all these factors.

8. TIME OF COMPLETION :-

The work must be commenced immediately on receipt of the work order and to be completed in all respects within **06 (Six) months** including preliminary time from the date of placement of work order.
Works to be carried out to that effect causing least hindrance to traffic. Idle charges on any account whatsoever shall not be paid to the Contractor.

9. SAFETY:

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required. The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition.

The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc, as directed by the Engineer.

The contractor shall adopt all the above safety measures at his own cost.

10. POWER SUPPLY:

If available, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect **on free of cost**. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

11. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking and for construction purposes may be made available from the exiting water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.
For supply of water by Trustees to the Contractor, an amount equivalent to **1% (one percent) of the gross bill** value of cement based items only shall be progressively recovered from the running bill including final bill as applicable.

12 KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

13. METHOD OF MEASUREMENT:

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to current P.W.D. Schedule of Rates along with recent corrigendum. For details of measurement not covered by the above relevant parts of 1S-1200 (Latest Revision) of B.I.S. shall be referred to.

14. PAYMENT:

On account payment to the Contractor shall be arranged as and when required at the discretion of the Sr. Dy. Manager [IZ & R] on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract.

Payment will be made directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form Of Tender ". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of HDC.

15. MATERIALS:

The Contractor shall make his own arrangements for procuring and supplying all materials of best and approved quality at site.

16A. CONTRACT LABOUR LAWS:

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

The Contractor shall indicate **maximum number of workmen** to be engaged on any day for execution of the work in the appropriate place in the **ABSTRACT FORM OF TENDER** & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion.

Also, as per "Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service) Act-1996 and Central Rule 1998, contractors engaging ten (10) or more building workers in any building or other construction works, has to obtain a certificate of registration without fail under the referred act.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

16 B. COMPLIANCE WITH E.P.F & M. P. ACT:

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time.
If asked for by the Employer, the contractor will be required to submit Xerox of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Dy.Manager (I&CF).

16 C. COMPLIANCE WITH E.S.I ACT:-

If applicable , the successful bidder will have to comply with provisions of "Employers State Insurance Act –1948", along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees' contribution @ 1.75 % of the wages of each of the employees' and shall deposit the same together with employer's contribution @ 4.75 % of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay him suitable compensation.

The contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Manager (I&CF).

16 D. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

a) The Minimum Wages Act, 1948.
b) The Dock Workers (Regulation Of Employment) Act, 1948
c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
d) The Dock Workers' Safety, Health & Welfare Act , 1986
e) The Payment of Wages Act, 1936.
f) The Workmen's Compensation Act, 1923.
g) The Employees Provident Fund Act, 1952.
h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
i) The Payment of Bonus Act, 1965.
j) The Payment of Gratuity Act, 1972.
k) The Equal Remuneration Act, 1976.
l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
m) Child Labour (Prohibition and Regulation) Act, 1986.
n) The Maternity Benefits Act 1961
o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act , 1979.

17. FORCE MAJEURE:-

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below:

(i) Riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;
(ii) War, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;
(iii) Rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
(iv) Fire, flood, cyclone, hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

18. DOCK PERMIT:

Entry Permits may be necessary for the workmen and for the movement of vehicles for this work. In the interest of work, necessary permits will be issued **free of cost** by the Trustee's, against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer. The entry permit will be issued on quarterly basis / monthly basis / daily basis as per requirement following latest Permit Scheme of Haldia Dock Complex. All existing rules, including any amendments thereto, in future, will have to be complied with by the contractor.

19. LIQUIDATED DAMAGE AND OTHER COMPENSATION:

If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees as per clause no 8.2(a) of G.C.C. and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.

20. TAXES:-

The bidder shall not include Service Tax in his rates. In case Service Tax is payable, it will be paid extra by the Trustees. In that case, the Contractor needs to be registered with the Central Excise for the service to be rendered and copy of the same shall be submitted to HDC. In this case, he will be required to submit necessary bill / challans / invoice in accordance with Service Tax Rules. On demand, the successful bidder will have to submit documents regarding payment of Service Tax. In case the Contractor provides taxable service and charges service Tax, the bill / invoice shall be so raised as to enable H.D.C. to obtain CENVAT credit against the same.

21. SETTLEMENT OF DISPUTES: -

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract and Arbitration and Conciliation Act, 1996.

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PARTICULAR SPECIFICATIONS OF WORK

TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

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The materials supplied and the workmanship shall satisfy the Specifications as given in the PWD Schedule of Rates & CE's Schedule of Rates as applicable and the job specifications contained in the Bill Of quantities of the tender. In absence of the above, relevant Indian Standards shall be referred to.

In absence of any Standard / Specification / Code of Practice covering any part of the work related to this tender, instruction / directions of the Engineer will be binding on the contractor.

All works to be done as detailed in the bill of Quantities.

The manufacturer of the structural steel used in the work shall be approved by the Engineer.

Paints to be used for the works would be approved by the engineer or his representive regarding brand etc. paints should be applied as per manufacturer instruction and / or as directed by the engineer or his representive.

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(TO BE SUBMITTED WITH COVER- I OFFER)

ABSTRACT FORM OF TENDER (UNPRICED)

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(TO BE FILLED IN BY THE BIDDER)

(a) Name of Work. :

(b) Estimated Cost. :

(c) Earnest Money. :

(d) Security Deposit
(including Earnest
Money). : As per provisions in the tender.

(e) Time allowed for completion of the work.

(f) Permanent I/T A/c.No. :

(g) Maximum number of
workmen to be engaged
on any day. :

(h) Bank Details :

Name Of Bank :- **Branch :-**

Branch Code :- **Account Number :-**

(i)

RATE TENDERED BY ME / US IS : **NOT TO BE QUOTED IN COVER- I OFFER**

(Signature of the Bidder)

Witness :- Address :-

(Name in block letters)
Address :-

Occupation :-

(TO BE SUBMITTED WITH COVER- I OFFER)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER (UNPRICED)

To
The Sr. Dy. Manager (IZ&R),
Haldia Dock Complex.

I/We_____

having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within _____ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**
(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

I / We require _____days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Dated :

_____
(Signature of Bidder with Seal)

WITNESS :

Signature :

Name : (In Block Letters)
Address :

Occupation :

Name of the Bidder :

Address :

ANNEXURE - I

(To be submitted on Company's Letter Head along With Cover-I Offer)

Sr. Dy. Manager (IZ&R),
Haldia Dock Complex.
Kolkata Port Trust

SUB: - TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO. : I&CF/ IZ&R/T/175

Dear Sir,

We do hereby confirm that our offer is strictly in accordance with the terms and conditions of the Tender Document without any deviation / condition.

We further confirm that COVER-II of the bid does not contain any condition / deviation.

_____
Signature of the Bidder with Office Seal.

Date:

Place:

I & C F DIVISION

HALDIA DOCK COMPLEX

DOCUMENTS

FOR

TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO. : I&CF/ IZ&R/T/175

Volume-II

APRIL, 2014 **Rs 300.00**

DOCUMENTS

FOR

TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO. : I&CF/ IZ&R/T/175

Volume-II

Issued to:

Date of Issue:

Signature and Designation
of Issuing Officer:

On behalf of Bidder:

Sr. Dy. Manager (IZ&R)
Haldia Dock Complex

DOCUMENTS

FOR

TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO. : I&CF/ IZ&R/T/175

Volume-II

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SUBJECT	PAGES FROM	TO
➢ PREAMBLE TO THE BILL OF QUANTITIES	B.O.Q-1	B.O.Q-1
➢ BILL OF QUANTITIES	B.O.Q-2	B.O.Q-3
➢ ABSTRACT FORM OF TENDER		
➢ FORM OF TENDER		

TENDER PARTICULARS

ESTIMATED COST	:	**Rs.2,83,701.28 [Rupees Two Lakh Eighty Three Thousand Seven Hundred One and Twenty Eight Paisa Only].**
EARNEST MONEY	:	**Enlisted contractors OF I&CF Division are exempted from deposition of EM**
TIME OF COMPLETION	:	**06 [Six] Months.**
PERIOD OF SALE OF TENDER PAPERS (Both Days Inclusive)	:	**16-04-2014 to 30-04-2014** (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website).
LAST DATE OF SUBMISSION OF TENDER AND OPENING OF COVER-I OF THE TENDER	:	**02-05-2014** Submission Upto 15:00 hrs. Opening after 15:30 hrs.

PREAMBLE TO THE BILL OF QUANTITIES

TENDER FOR REPAIRING OF THE BARBED WIRE FENCING ON THE TOP OF BOUNDARY WALL INCLUDING REPAIRING OF THE DAMAGED MAIN GATE AT CENTRAL STORE PREMISES AND REPAIRING OF THE DAMAGED CHAIN LINK FENCING AT CENTRAL WORK SHOP, CHIRANJIBPUR, HDC, HALDIA.

TENDER NO. : I&CF/ IZ&R/T/175

1.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

1.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

1.3 This being a **percentage rate tender**, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to tender properly based on his own analysis in the '**ABSTRACT FORM OF TENDER'** both in words and in figures.

1.4 During the detailed scrutiny and evaluation of tender any discrepancy or error found between the figures and words in the quoted percentage at appropriate place in Bill of Quantities the following methods shall be adopted for arriving at the final figures:

(i) When there is a difference between percentage quoted in figure and in words, the percentage rate which complies with the amount worked by the tenderer for this shall be taken as correct.

(ii) When the amount of the tender is not worked out by the tenderer or it does not correspond with the percentage rate (above / below / at par) written either in figures or in words then the percentage rate quoted by the tenderer in words shall be taken as correct and the value of the tendered amount shall be worked out accordingly.

(iii) When the percentage rate (above / below / at par) quoted by the tenderer in figures and in words matches but the amount is not worked out correctly, the percentage rate quoted by the tenderer shall be taken as correct and the value of the tendered amount shall be worked out accordingly.

The Tender Price thus established would be taken for comparative evaluation of tenders.

****

NOTE: - While quoting the rate it should be noted that the bidder should on no account overwrite the figures or use correcting fluid in the tender. Any necessary amendment shall be made by striking out the original figure and writing the corrected figures on the top. All such amendments shall be duly authenticated by signing under office seal by the bidder. The bidder shall quote his rate in conformity with the tender provisions with the "Form Of Tender" and "Abstract Form Of Tender" duly filled up , signed and witnessed.

ANY DEVIATION FROM THE ABOVE MAY RENDER THE TENDER OFFER AS REJECTED.

[BOQ-2]

BILL OF QUANTITIES

TENDER NO. : I&CF/ IZ&R/T/175

It. No.	Description of Work	Quantity	Unit	Rate [Rs.]	Amount [Rs.]
1	Dismantle R.C.C. in Column, Footing, Beam etc. including cutting rods and removing rubbish as directed within a lead of 75 m including stacking of steel rods and return to store all complete as directed.	1.00	Cu.M.	1210.99	1210.99
2	Hire and labour charges for 25 mm to 30 mm thick wooden shuttering with centering and necessary staging upto 4 mtrs. using approved stout props and bracing for concrete columns slabs etc. including fitting fixing and striking out after completion of work all complete as directed.	15.00	Sq.m.	283.88	4258.20
3	Provide and lay 15 mm thick (1:4) cement sand plaster including necessary scaffolding/staging, curing all complete as directed.	15.00	Sq.m.	132.14	1982.10
4	Supply fit, and fix galvanized 3 ply 12 gauge / 4 points line barbed wire in fencing (holes already made on the body of the post) or fix by staples, tightening and fixing the wire in tight condition with straining bolts including the cost of cutting and lapping joints in the wire as necessary, cost of labour for taking out damaged barbed wire from angle posts all complete as directed.	3800.00	Mtr	26.93	102334.00
5	Provide and apply one coat of synthetic red oxide metal primer over the steel surfaces including smoothening the surfaces by sand papering etc. all complete as directed.	265.00	Sq.m.	31.22	8273.30
6	Provide and apply two coats of medium quality synthetic enamel paint of approved colour and shed over steel surfaces including smoothening the surfaces by sand papering etc. all complete as directed.	265.00	Sq.m.	59.99	15897.35
7	Earthwork in excavation in foundation of column upto 1.5 mtr. depth in all sorts of mixed soil including removing, spreading or stacking the spoils within a lead of 75 Mtr. as directed.	5.00	Cu.m.	73.77	368.85

It. No.	Description of Work	Quantity	Unit	Rate [Rs.]	Amount [Rs.]
8	Provide and lay (1:3:6) cement concrete with graded jhama khoa of 20 mm nominal size including necessary curing all complete as directed.	0.30	Cu.m.	4689.30	1406.79
9	Provide and lay (1:1.5:3) cement concrete with graded Pakur variety of 20 mm down stone chips including necessary curing etc. all complete as directed.	2.50	Cu.m.	5950.29	14875.73
10	Reinforcement for RCC work in column including initial straightening and removal of loose rust, cutting to requisite length, hooking and bending to correct shape placing in proper position and binding with 16 gauge black annealed wire at every intersection all complete as directed.	200.00	Kg	65.74	13148.00
11	Take out heavy M.S. gate with locking and fixing arrangements after cutting out from column and re-fixing the same including mending all damages (mending charges to be paid separately)	13.00	Sq.m.	155.66	2023.58
12	M.S. work for repair of steel gate with fixtures by Angle/ Plate/ Square Bar / M.S.Rod / Channel/etc. including gas cutting to requisite shape and length, fabrication with necessary metal are welding using electrodes of approved make all complete as directed. The rate includes the cost of rolled steel section, consumable such as electrodes, gas hire charges of all tools and plants and labour required for the work including all incidental charges.	0.60	M.T.	71107.33	42664.40
13	Supply, fitting and fixing G.I.Chain link fencing (75 mm x 75 mm x 8 gauge) with M.S. angles post by means of galvanized "C" clips to grid of horizontal strands of galvanized high tensile spring steel wire 12 SWG (top to bottom) which have to be tensioned and fixed to the vertical posts by means of galvanized special clips, nuts and bolts etc. The rate also include for removing damaged chain link fencing from angle posts and return to Chiranjibpur Maintenance Store all complete as directed.	200.00	Sq.m.	376.29	75258.00
				TOTAL = RS.	**283701.28**

ABSTRACT FORM OF TENDER

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(TO BE FILLED IN BY THE BIDDER)

(a) Name of Work. :

(b) Estimated Cost. :

(c) Earnest Money. :

(d) Security Deposit (including Earnest Money). : As per provisions in the tender.

(e) Time allowed for completion of the work.

(f) Permanent I/T A/c.No. :

(g) Maximum number of workmen to be engaged on any day. :

(h) Bank Details :

Name Of Bank: - **Branch:-**

Branch Code: - **Account Number:-**

(i)

TENDERED BY ME / US IS : **% (_____Percent) ABOVE / BELOW / AT PAR WITH THE ESTIMATED AMOUNT.**

(Signature of the Bidder)

Witness: - Address:-

Name :-
(In block letters)
Address :-

Occupation :-

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To
The Sr. Dy. Manager (IZ&R),
Haldia Dock Complex.

I/We_____having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within _____ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. ----------

(Repeat in words) ----------

I / We require _____days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Dated: _____
(Signature of Bidder with Seal)

WITNESS :

Signature :

Name :
(In Block Letters)

Address :

Occupation :

Name of the Bidder :

Address :

General Conditions of Contract
Forms And Agreements

Sanctioned by the Trustees under Resolution No. 92 of the 6th Meeting held on 27th May, 1993.

KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM
& HALDIA DOCK COMPLEX

MAY, 1993

AMENDMENT
TO

GENERAL CONDITIONS OF CONTRACT

❖ **Cl-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES**

Table under sub-clause (d)

PREVIOUS			AS AMENDED		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
A	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-	**A**	Rs 25,000/-	Any tender priced upto Rs 5,00,000/-
B	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-	**B**	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-
C	Rs 2,500/-	Any tender priced upto Rs 50,000/-	**C**	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 139 OF THE TRUSTEES' 10TH METING HELD ON 19.11.1999]

DEFINITIONS

CHAPTER–1

1. DEFINITIONS

1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.

1.1 "Employer" or "Board" or "Trustees" means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. — Employer

1.2 "Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963 — Chairman

1.3 "Contractor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor's representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. — Contractor

1.4 "Engineer" means the Board's official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated. — Engineer

1.5 "Engineer's Representative" means any subordinate Engineers or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. — Engineer's Representative

1.6 "Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Tem porary Works". — Works

1.7 "Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. — Temporary works

1.8 "Extra Works" means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the bill of Quantities. — Extra works and Excess works

Specification	1.9	"Specifications" means the relevant and appropriate Bureau of Indian Standard's specifications / International Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. Specification
Drawings	1.10	"Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
Contract	1.11	"Contract" means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.
Constructional Plant	1.12	"Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.
Site	1.13	"Site" means the land, and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.
Contract Price	1.14	"Contract Price" means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions there to and deductions therefrom as may be made by the Engineer under the provisions here-in-after contained.
Month	1.15	"Month" means English Calendar Month.
Excepted Risks	1.16	"Excepted Risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
Singular/Plural	1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.
Headings/ MarginalNotes.	1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

1.19 Unless otherwise stipulated the work "Cost" shall be deemed to include overhead costs of the Contractor, whether on or off the site. Cost

2.0 **DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE.**

2.1 The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer's direction on any matter whatsoever. Engineer's Authority

2.2 The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative. Authority of Engineer's Representative.

2.3 ***The Engineer shall have full power and authority :***

(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same. Engineers' Power

(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.

(c) to order for any variation, alteration and modification of the work and for extra works.

(d) to issue certificates as per contract.

(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.

(f) to grant extension of completion time.

2.4 ***The Engineer's Representative shall :***

(i) watch and supervise the works.

(ii) test and examine any material to be used or workmanship employed in connection with the work. Power of Engineer's Representative.

(iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.

(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.

(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.

(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and

(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

2.5 ***Provided always that the Engineer's Representative shall have no power :***

(a) to order any work involving delay or any extra payment by the Trustees, Limitation of Engineer's Representative's Power.

(b) to make variation of or in the works and

(c) to relieve the Contractor of any of his duties or obligations under the Contract.

Engineer's Over-riding Power

2.6 ***Provided also as follows :***

(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

(c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

The tender must encompass all relevant aspects/ issues

3.1 The Contractor shall, before making out and submitting his tender / offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :

Site & Local condition.

(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.

Drawing/ Specification/ Nature & extent of work to be done.

(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.

Accommodation for Contractor's men/ materials.

(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.

Water for drinking etc. /Electrical power.

(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.

Payment of Taxes/duties and observance of all statutes.

(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there-under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

Payment of Stamp Duty by the Contractor.

3.2 The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.

3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/ partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

Disclosure of Owner's name.

3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

Earnest Money and Security Deposit.

Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only.
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000=00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/-and minimum of Rs. 1,000/-.

(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalised Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Kolkata Port Trust" and payable at Kolkata/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.

Method of Paying E.M.

(c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Kolkata / Haldia.

Refund of E.M.

(d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale :

Exemption from E.M. to Regd. Firms.

Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender
A	Rs. 10,000/-	Any tender priced up to Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced up to Rs. 1,00,000/-
C	Rs. 25,000/-	Any tender priced up to Rs. 50,000/-

Tender without EM liable to rejection.

(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.

Forfeiture of E.M. before Acceptance of offer.

(ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.

E.M. to be converted to part S.D.

(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Earnest Money.

Mode of recovery of balance S.D.

(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Scale of S.D. recovery.

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supplying materials & equipment only.
For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.

S.D. for supply contracts to be deposited in advance.

(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata/Haldia, as the case may be.

No interest payable on E.M. /S.D.

(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.

Mode of refund of S.D.

3.5 (i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. If, however, the

Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3.

(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

Forfeiture of S.D.

3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata / Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

Bank Guarantee in lieu of Cash S.D. in certain cases.

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1 (a) The contract documents shall be drawn-up in English language.

English language to be used.

(b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Acts :

Applicability of laws on the contract.

1. The Contract Act (India), 1872.
2. The Major Port Trusts Act, 1963.
3. The Workmen's Compensation Act, 1923.
4. The Minimum Wages Act, 1948.
5. The Contract Labour (Regulation & Abolition) Act,1970.
6. The Dock Workers' Act,1948.
7. The Indian Arbitration and Conciliation Act (1940) (in the case of a definite Arbitration Agreement only).

4.2 After acceptance of his Tender/Offer and when called upon to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term 'Contract' here-in-before, shall collectively be the Contract.

Contractor to Execute Contract Agreement.

Interpretation of contract documents– Engineers' Power.

4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there by any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

All Drawings are Trustees' property.

4.4 Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.

Contractor to prepare working / progress drawings

4.5 The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.

Contractor cannot sub-let the work.

4.6 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause.

Contractors' price is inclusive of all costs.

4.7 Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.

Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer.

4.8 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/ proposed/used by the Contractor.

4.9 Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

Contractor to submit his programme of work.

4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.

Contractor to supervise the works.

4.11 The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

Contractor to deploy qualified men and Engineer's power to remove Contractor's men.

4.12 The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.

Contractor is responsible for line, level, setting out etc.

4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.

Contractor is responsible to protect the work.

Contractor is responsible for all damages to other structures / persons caused by him in executing the work.

4.14 The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.

Fossils, Treasure troves, etc. are Trustees' property.

4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.

Contractor to indemnify the Trustees against all claims for loss, damage, etc.

4.16 The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of :

(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.

(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.

(c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.

(d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.

(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.

(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.

Dismantled materials Trustees' property

4.17 Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.

Contractor's quoted rates/price must be all inclusive.

4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following :

(a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.

(b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.

(c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

(d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.

(e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

Notice to Contractor.

4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustees' enlisted Contractor to the address as appearing in the Trustees' Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.

Contractor not to publish photograph or particulars of work.

4.20 The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

Contractor to provide facilities to outsiders.

4.21 The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.

Work to cause minimum possible hindrance to traffic movement.

4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

Trustees' lien on Contractor's Plant & Equipment.

4.23 All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.

Preliminary time to commence work an maintenance of steady rate of progress.

5.1 The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor.

Contractor's site office.

5.2 The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor.

Contractor to observe Trustees' working hours.

5.3 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.

Contractor to supply all materials as per requirement of the Engineer or his representative

5.4 Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.

Materials & Works

5.5 Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.

5.6 Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the Contractor's cost.

Contractor to submit samples for approval.

5.7 Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.

Contractor to arrange all testing at his own cost.

5.8 Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :

(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.

The Contractor shall account for and look after the Trustees' materials.

(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.

Contractor to compensate for loss and damage to Trustees' materials.

(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.

Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work.

(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.

Recovery from Contractor for Trustees' materials under normal circumstances.

(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -

Recovery from Contractor for Trustees' materials under other circumstances.

(1) The issue rate of the materials at the Trustees' Stores and

(2) The market price of the material on the date of issue as would be determined by the Engineer.

Contractor to replace materials/ work not acceptable to the Engineer or his Representative.

5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

Contractor to seek approval of Engineer or his Representative before covering up any portion of work

5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.

The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

Contractor to suspend work on Order from Engineer or his Representative.

5.11 On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –

(a) otherwise provided for in the contract, or

(b) necessary by reason of some default on the part of the contractor, or

(c) necessary by reason of climatic conditions on the site, or

(d) necessary for proper execution of the works or for the safety of the works or any part thereof.

The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.

5.11.1 If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.

5.12 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

Completion Certificate G.C.1.

6.0 TERMS OF PAYMENT :

6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.

On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

All interim payments are advances till issue of Certificate in Form G.C.2

6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.

Payment on the basis of measurements at agreed rates.

6.3 For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.

Limitation for on account payment.

6.4 Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement

Recording of measurements.

shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.

Contractor to prepare and submit his bills.

6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.

6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –

Advance payment against Non-perishable materials.

(i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature.

(ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretions.

(iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.

(iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise.

(v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/ damage, on account of loss/damage to such materials for whatever reasons.

(vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

(vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

6.7 No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.

Recovery for wrong and over payment.

6.8 No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

Interest not admissible to Contractor.

7.0 VARIATION AND ITS VALUATION :

7.1 The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.

Quantities in Bill of Quantities of Tender.

7.2 The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :

Engineer's power to vary the works.

(a) Increase or decrease the quantity of any work included in the contract.

(b) Omit any work included in the contract.

(c) Change the Character or quality or kind of any work included in the contract.

(d) Change the levels, lines, position and dimensions of any part of the work, and

(e) Execute extra and additional work of any kind necessary for completion of the works

7.3 No such variation shall in any way vitiate or invalidate the contract or be treated ass revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

Variation by engineer do not vitiate the contract.

7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15%, where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer'' subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

Where written order for variation is not needed.

7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.

Payment for extra or additional, or omitted work or substituted work, Engineer's powers.

(b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.

(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

(d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

8.0 DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

Extension of completion time.

8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.

8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.

'Liquidated Damage' and other compensation due to Trustees .

(b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/ damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.

8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :

Default of the Contractor remedies & powers/ Termination of Contract.

(i) The Contractor has abandoned the contract.

(ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.

(iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.

(iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.

(v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

(vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.

8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

Contractor's obligation for maintenance of work.

9.1 On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.

Certificate of final completion.

9.2 The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using

thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.

9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.

Refund of Security Deposit.

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION.

10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

Engineer's decision.

10.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

Chairman's award.

10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.

Arbitration.

10.3.1. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.

10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

10.3.4 The venue of the arbitration shall be either Kolkata or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.

10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reasons for the award.

10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.

10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.

10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.5 ***Provided always as follows :***

[a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.

[b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

[c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 ibid.

No dispute or difference on any matter whatsoever, pertaining to the Contract can be raised after submission of certificate in form G.C.3 by him.

[d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.

[e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

TENDER NO:- _____

To,

_____.

_____.

_____.

I/we_____of _____ having examined the site of works , inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities , General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within _____month / week from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/ we also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities , Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs _____

(Repeat in words) _____

*I/We require_____days/months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I/We could commence the work.

(* This should be scored out in the case of Labour Contracts)

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/Manager (Finance), Haldia Dock Complex vide Receipt No._____ of _____ as Earnest Money.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Signature of Tenderer
(Seal of the Tenderer)

Witness :

Signature_____.

Name _____. Name of the
(In block letters) Tenderer :_____.

Address _____. Date :_____.

_____.

_____; Address : _____.

Occupation _____ _____.

KOLKATA PORT TRUST

PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made _____ day of _____20____ between the "Board Of Trustees for the Port Of Kolkata , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part. WHEREAS The TRUSTEES are desirous that certain works should be executed viz_____ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works . NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-

   (i) The said Tender/Offer & the acceptance of Tender/ Offer.

   (ii) The Drawings.

   (iii) The General Conditions Of Contract.

   (iv) Special Conditions Of Contract (If any).

   (v) The Conditions Of Tender.

   (vi) The Specifications.

   (vii) The Bill Of Quantities.

   (viii) The Trustees' Schedule of Rates and Prices (if any).

   (ix) All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.

4. The Trustees hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contract .

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.
have executed these presents on the day and year first above written.

The Seal of _____

Was hereunto affixed in the presence of :

Name :- _____

Address :-_____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :-_____

The Common Seal of the Trustees was hereunto affixed in the presence of :

Name :- _____

Address :-_____

_____

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 1

Contractor _____

Address _____

_____

Date of completion : _____

Dear sir(s),
This is to certify that the following work viz :-

Name of work : …….....……..

…….....……..

Estimate No. E.E.O…….....……Dt……..

C.E.O…….....……..Dt……...……..

Work Order No…….....…….

Allocation…….....……

Contract No. …….....……

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 20 in accordance with terms of the Contract and you are required to maintain the work as per Clause 9.0 of the General Conditions of Contract and under provisions of the Contract for a period of _____ weeks / months / years

from the _____ day of _____ 200 _____

to the _____ day of _____ 200 _____

Yours faithfully,

Signature…….
(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name…….

Designation……

C.C. to : The Deputy Chief Engineer ( )
The Deputy Manager ( )
Financial Advisor & Chief Accounts Officer/
Manager (Finance), Haldia Dock Complex.

OFFICE SEAL

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 2.

The Financial Adviser & Chief Accounts Officer.
The Manager (Finance), Haldia Dock Complex.

CERTIFICATE OF FINAL COMPLETION.

This is to certify that the following work viz:-

Name of work : …….....…….

Estimate No. E.E.O…….....…….....…..dt…….....…….

C.E.O…….....…….dt…….....…….

Work Order No…….....……..

Contract No. …….....……

Resolution & Meeting No. …….....……

Allocation : …….....…

which was carried out by Shri/Messrs…….....……. is now complete in every respect in accordance with the terms of the Contract and that all obligations under the Contract have been fulfilled by the Contractor.

Signature…….
(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME…….

DESIGNATION…….…….

OFFICE SEAL

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 3

('NO CLAIM ' CERTIFICATE FROM CONTRACTOR)

The Manager (I&CF)
Haldia Dock Complex
Kolkata Port Trust
Haldia.

(Attn:…….....…….)

(Address, the Trustees' Official, mentioned in the Work Order and under whom the Contract was executed)

Dear Sir,

I / We do hereby declare that I / we have received full and final payment from Kolkata Port Trust for the execution of the following work viz:-

Name of work : _____

_____

Work Order No :-_____ dt. _____

Contract No. _____ dt. _____

Agreement No……..Dt……

and I / we have no further claim against the Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor……

Address:……..

……..

(OFFICIAL SEAL OF THE CONTRACTOR)

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata / Haldia Branch, as the case may be , of any nationalised Bank of India on Non-judicial Stamp Paper worth Rs 50/- or as decided by the Engineer / Legal Adviser of the Trustees.

To
The Board of Trustees
for the Port of Kolkata

Bank Guarantee No. _____ Date _____

Name of Issuing Bank.....

Name of Branch .....

Address .....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate and duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs.....a Proprietary/ Partnership/ Limited / Registered Company, having its Registered Office at .....
(hereinafter referred to as "the Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for .....
..... (write the name of the work as per Work Order) in terms of the Work Order No.....dated.....(hereinafter referred to as "the said contract") for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....
(Rupees.....), we,
.....Branch, Kolkata...../Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....) We,
.....Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we,.....Branch , Kolkata...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same

and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, the would be no ground for us, ...(Name of Bank), ...Branch, Kolkata...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,.....Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference , whatsoever, to the contractor.

2. We,.....Branch, Kolkata ...../Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid , is sufficient for us,.....Branch, Kolkata...../Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us.....Branch, Kolkata...../Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, ...Branch, Kolkata...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and / or discharged in full and / or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....day of .....20.....and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto .....or any extension thereof made by us.....Branch, Kolkata...../Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required / determined by the Trustees , only on a request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, ...Branch, Kolkata...../Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We,.....Branch, Kolkata...../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would , but for this provision, have effect of so relieving us,.....Branch, Kolkata...../Haldia.

5. We, ...Branch, Kolkata...../Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE .....

NAME .....

DESIGNATION.....

[Duly constituted attorney for and on behalf of]

BANK .....

BRANCH.....

KOLKATA...../HALDIA.

(Official seal of the bank)

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GENERAL CONDITIONS OF CONTRACT

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